

**Non-DPS Contractual Agreement  
Cover Sheet**

**From:** Brandie V. Knazze   
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First Deputy Commissioner  
Family and Support Services

**To:** Tom Dziedzic  
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Department of Finance

**Date:** December 18, 2017

**Please create a Blanket Purchase Order in FMPS for the attached Non-DPS Agreement. The following summary values must be identified to create a Blanket Purchase Order.**

**PO Number (if request is a Modification):**

**Department Number: 050**

**Supplier Name: The Board of Education of the City of Chicago**

**Supplier Number: 1032857**

**Supplier Site: A**

**Ship-To: 050 – 2005 Family and Support Services**

**Bill-To: 050 – 2005 Family and Support Services**

**Agreed Amount: \$750,000**

**Target Market: N/A**

**Goods or Services: Services**

**Description of Agreement: Intergovernmental Agreement for support of the City Year, Inc., program**

**Agreement Start Date: January 1, 2017**

**Agreement End Date: December 31, 2017**

**Please submit one fully executed and redacted copy of the Signature Ordinance, Contract/Agreement, and the Economic Disclosure Summary (EDS). Please submit only single-sided hard copies. In addition, please check the link to ensure that the supplier is not on the debarred vendor list.**

**[http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred\\_firms\\_list.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html)**

month period. Such report shall indicate the name, title and salary of each such employee, the department or agency in which the title appears, the department or agency to which the employee is assigned, and a description of the duties being performed under the assignment. This provision shall not apply to work performed by one department or agency for another pursuant to contract. The first report shall be presented on April 20, 2017, and shall cover the period beginning January 1, 2017.

**SECTION 7.** The Commissioner of Human Resources shall prepare and present to the City Council on the twentieth day of each month a written report of all vacancies occurring during the preceding month due to resignation, retirement, death, layoff, promotion, demotion, discharge, or termination. The report shall be submitted on a form to be prepared by the Commissioner of Human Resources. The Commissioner of Human Resources shall prepare and present to the City Council monthly reports on all City employees hired during the preceding quarter.

The Budget Director shall prepare and present to the City Council on the twentieth day of each month, or post online on a monthly basis, a report of the overtime compensation paid to employees during the preceding month, on a form to be prepared by the Committee on the Budget and Government Operations.

**SECTION 8.** Grant applications, expenditures of grant funds, and all other aspects of the grant process described in this section shall be carried out in adherence to City-wide policies and procedures established and administered by the Office of Budget and Management in consultation with the Department of Finance, pursuant to the Mayor's direction, and shall further be subject to the limitations of this section. These mandatory policies and procedures shall govern all city grants, including those authorized under any municipal code provision or uncodified ordinance.

Subject to such policies and procedures, the Mayor and the heads of the various departments and agencies of the City Government are authorized to apply for grants from governmental and private grantors. With respect to such grants, and also with respect to city funds appropriated for grants to third parties, the Mayor and the heads of the various departments and agencies are authorized to execute grant and subgrant agreements and amendments thereto to effectuate the purposes of such grants and appropriations; to indemnify the grantor with respect to the performance of the grant, subject to the approval of the Corporation Counsel; and to execute such documents, and provide such additional information, assurances and certifications as are necessary, in connection with any of the foregoing, all subject to the foregoing mandatory Office of Budget and Management policies and procedures.

To the extent that revenue of a grant is not described in the appropriation from Fund 925—Grant Funds, or that an amendment increases the budget of a project beyond the appropriation described hereinafter, no expenditure of such grant revenues shall be made without prior approval of the City Council.

The Comptroller and the heads of the various departments and agencies of the City Government shall administer the revenues of grants received by standard accounts, in accordance with the standard classification of accounts and with the manual of the Department of Finance.

No later than the tenth day of each month, the Budget Director shall provide to the Committee on Finance a compilation of all grants awarded to the City in the preceding month.

On or before May 15, 2017, and on or before November 15, 2017, the Office of Budget and Management shall provide to the Committee on the Budget and Government Operations a report showing all federal and state funds received or administered by the City for the time periods October 1, 2016, through March 31, 2017, and April 1, 2017, through September 30, 2017, respectively. Community Development Block Grant funds shall be excluded from this report. The report shall list the amounts disbursed and purposes for which disbursements were made, and shall indicate the Grantor of the funds, purpose, service area(s) and number of positions supported.

In connection with any delegate agency grant agreements entered into between the City and the respective delegate agencies for 2017, the Chief Procurement Officer shall be authorized to resolve disputes between the respective delegate agency and the appropriate City department or agency and to promulgate and implement regulations in connection therewith.

**SECTION 9.** Any employee who is required and is authorized to use his or her personally owned automobile in the regular conduct of official City business shall be allowed and paid at the rate established from time to time by the Internal Revenue Service for the number of miles per month use of such privately owned automobile, to a maximum amount of \$550 per month, such maximum to be adjusted upward on February 1 of each year by the percentage increase, if any, in the Transportation Expenditure Category of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average for the previous year, as rounded to the nearest \$5 increment. Each annual adjustment shall be based on the adjusted amount for the previous year. Provided further, the foregoing computation shall be subject to provisions contained in contracts approved by the City Council between the City and recognized collective bargaining agents; and provided further that this allowance is subject to change by the City Council during the fiscal year in accordance with such contracts.

**SECTION 10.** In accordance with Section 2-60-080 of the Municipal Code, no expenditure may be made from any fund or line item account herein for the purpose of executing settlement agreements or entering into consent orders except upon order of the City Council. Provided, however, that this section shall not apply to: (i) settlement agreements or consent orders entered into where the amount is \$100,000 or less, or (ii) offers of judgment of \$500,000 or less made and accepted pursuant to Federal Rule of Civil Procedure 68, if before making any such offer of judgment, the Corporation Counsel obtains the written concurrence of both the Chairman and Vice-Chairman of the Committee on Finance, following a careful review of the facts and circumstances, that the making of such an offer is likely to reduce the City's liability in the case in question.

**INTERGOVERNMENTAL AGREEMENT**

**FOR SUPPORT OF THE CITY YEAR, INC. PROGRAM**

**BETWEEN**

**THE CITY OF CHICAGO  
ACTING THROUGH ITS DEPARTMENT OF  
FAMILY AND SUPPORT SERVICES**

**AND**

**THE BOARD OF EDUCATION OF THE CITY OF CHICAGO**

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EXHIBITS

- Exhibit A Scope of Services

**THIS INTERGOVERNMENTAL AGREEMENT FOR SUPPORT OF THE CITY YEAR PROGRAM** (the "Agreement") is effective as of the 1<sup>st</sup> day of January, 2017 (the "Effective Date") by and between and the **CITY OF CHICAGO**, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, acting through its Department of Family and Support Services (hereinafter referred to as "DFSS" or "City") and the Board of Education of the City of Chicago, a body politic and corporate, commonly known and the **CHICAGO PUBLIC SCHOOLS** (hereinafter referred to as the "Board" "CPS").

#### **RECITALS**

**WHEREAS**, DFSS provides various family supportive service programs for residents of the City of Chicago; and

**WHEREAS**, CPS is the third largest school district in the United States and provides public schooling to the residents of the City of Chicago; and

**WHEREAS**, DFSS and CPS agree that youth in the city of Chicago will benefit from participation in the City Year program ("Program"); and

**WHEREAS**, DFSS desires CPS's assistance with implementing the Program; and

**WHEREAS**, DFSS and CPS desire to enter into this Agreement to permit CPS to implement the Program, as set forth in Section 2.01; and

**WHEREAS**, DFSS and the CPS have the authority to enter into this intergovernmental agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

**NOW THEREFORE**, in consideration of the mutual promises and the terms and conditions set forth herein, DFSS and the CPS do hereby agree as follows:

#### **ARTICLE 1 INCORPORATION OF RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

#### **ARTICLE 2 CPS'S DUTIES AND RESPONSIBILITIES**

##### **Section 2.01 Scope of Services**

The services that CPS shall provide under this Agreement are those described in Exhibit A for the provision of the Program (collectively, the "Services"). CPS shall provide the Services in accordance with the standards and performance set forth in Section 2.02.

##### **Section 2.02 Performance Standards**

CPS shall perform all Services required of it under this Agreement with that degree of skill,

care and diligence normally shown by an entity performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. CPS shall at all times use its best efforts to assure quality, timeliness, efficiency and creativity in rendering and completing the Services. CPS agrees that performing the Services in a satisfactory manner includes quickly responding to DFSS's needs when those needs are clearly conveyed in writing to CPS in timely and appropriate manner as agreed by both parties.

#### Section 2.03 Ownership of Documents, Records and Reports

- A. All Board Confidential Information, as described in Section 3 below, is and shall remain the property of the Board. All reports or information in any form prepared or assembled by, or provided to, CPS under this Agreement that do not include Board Confidential Information are the property of the DFSS. However, CPS is granted a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such reports for government purposes, which are not limited to responses to Requests for Proposals or other funding opportunities, CPS Performance Management reports, Needs Assessments, Program Planning (using data on clients served and services rendered to inform program design for CPS programs), CPS marketing materials (brochures, web site, etc.) and on a case by case basis if approved by the DFSS in writing, subject to the privacy rights of CPS's students as provided by law not to disclose personal identification information.
- B. CPS shall maintain all books, records, documents, and adopt a system of accounting in accordance with generally accepted accounting principles and practices, to properly reflect all costs of whatever nature claimed to have been incurred or anticipated to be incurred or in connection with DFSS's performance under this Agreement. In addition, CPS shall keep such books, records and documents in a safe place and make them available for audit, examination, excerpt, and transcription to be conducted by the City, the Comptroller General of the United States or their duly authorized representatives, and allow inspection, copying and abstracting for at least three (3) years after the final payment is made in connection with this Agreement and other pending matters are closed or as otherwise may be required under applicable law.

#### Section 2.04 Audit Requirement

Until December 31, 2019, DFSS retains an irrevocable right to independently or, through a third party, audit CPS's books and records pertaining to this Agreement and disallow any inappropriate billings upon written notice to CPS.

#### Section 2.05 Patents and Copyrights

To the extent applicable, DFSS reserves an exclusive, perpetual and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DFSS' purposes, including, but not limited to, commercial exploitation: (a) the copyright or patent in any work developed or discovered in the performance of the Services under this Agreement, and (b) any right of copyright or patent to which DFSS purchases ownership with funds awarded pursuant to this Agreement for the

purpose of meeting the objectives of this Agreement. However, CPS is granted a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such copyright or patent in any work developed or discovered in the performance of the Services under this Agreement for government purposes, and any right of copyright or patent to which CPS purchases ownership with funds awarded pursuant to this Agreement for the purpose of meeting the objectives of this Agreement, but only for the limited purposes of responses to Requests for Proposals or other funding opportunities, CPS Performance Management reports, Needs Assessments (determining client needs, community needs and gaps in resources and services), Program Planning (using data on clients served and services rendered to inform program design for CPS programs), CPS marketing materials (brochures, web site, etc.) and on a case by case basis if approved by the DFSS in writing, subject to the privacy rights of CPS's students as provided by law not to disclose personal identification information.

#### Section 2.06 Subcontracts and Assignments

CPS shall not assign or subcontract this Agreement, or any portion thereof, incorporated by reference as if fully set forth herein, without the express written approval of DFSS, which approval shall not be unreasonably withheld by DFSS and shall be promptly provided. The absence of such express written approval shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement. Notwithstanding the foregoing, DFSS acknowledges that CPS has selected City Year, Inc., a Massachusetts not-for-profit corporation ("City Year"), as its subcontractor for this Agreement and agrees that City Year shall provide the services indicated in Exhibit A.

CPS shall not assign any right to collect payment or any similar right to any CPS delegate agency or contractor. DFSS expressly reserves the right to assign or otherwise transfer all or any part of its rights or interests hereunder.

#### Section 2.07 Force Majeure

In the event of war, flood, riot, epidemic, act of governmental authority in its sovereign capacity or act of God during the term of this Agreement, neither the CPS nor DFSS shall be liable to the other party for any nonperformance under this Agreement resulting from such event.

### ARTICLE 3 CONFIDENTIALITY

#### Section 3.01 Confidential Information

CPS and DFSS agree that all deliverables, reports, documents and information prepared, assembled, received or encountered pursuant to this Agreement ("Confidential Information") are to remain confidential and to be used solely for the purposes of meeting the objectives of this Agreement. CPS and DFSS agree that such Confidential Information shall not be made available to any individual or organization other than CPS, the City, or courts of competent jurisdiction or administrative agencies pursuant to a subpoena without the prior written approval of the other party.

### Section 3.02 Board Confidential Information

DFSS may have access to or receive certain information from CPS that is not generally known to others, such as employee, volunteer, student, or teacher data including, but not limited to name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, ISAT scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information. ("Board Confidential Information"). DFSS shall not use or disclose any Board Confidential Information without the prior written consent of the Board except as permitted in Section 3.03 herein. DFSS shall use at least the same standard of care in the protection of the Board Confidential Information of the Board as DFSS uses to protect its own confidential information, but in any event such Board Confidential Information shall be protected in at least a commercially reasonable manner. To the extent that the Board's Confidential Information may include student data, the City acknowledges that student data and the use of it is subject to and must comply with the additional regulations of the Family Educational Rights and Privacy Act ("FERPA") and the Illinois School Student Records Act ("ISSRA").

### Section 3.03 Disclosure of Confidential Information

In the event either party is presented with a request for documents by any agency of the Federal or State Government or as may be required in response to a request under the Freedom of Information Act ("FOIA"), or with a *subpoena* regarding such Confidential Information or Board Confidential Information which may be in that party's possession by reason of this Agreement, the party that received the request must immediately give notice to the other party and their General Counsel or Corporation Counsel with the understanding that they will have the opportunity to contest such process by any means available to it before the Confidential Information or Board Confidential Information is submitted to a court or other third party. Neither party, however, will be obligated to withhold the delivery of such Confidential Information beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

## **ARTICLE 4 TERM OF THE AGREEMENT**

### Section 4.01 Term of the Agreement

This Agreement shall commence on the Effective Date first mentioned above and shall continue through December 31, 2017 (the "Term").

### Section 4.02 Extension Options

The Term and the funding amounts set forth in this Agreement may be extended or increased from time to time by amending the Agreement under the same terms and conditions as provided in this Agreement, upon mutual agreement of the Parties. Such amendments may, but need not be, for the purpose of utilizing unspent Program funds in a subsequent fiscal year, or for the purpose of

utilizing new funding for the Program that has been obtained pursuant to applicable appropriations. The Agreement shall be modified to reflect the time extension in accordance with the provisions of Section 10.03 hereof.

## **ARTICLE 5 COMPENSATION**

### **Section 5.01 Amount of Compensation**

This is a cost reimbursement Agreement. DFSS shall pay the CPS for the provision of the Services under the Agreement, a sum not-to-exceed, \$750,000.00. Only those expenditures made by the CPS with respect to the Program, evidenced by documentation satisfactory to DFSS and approved by DFSS as satisfying costs covered in Section IV of Exhibit A (the "Budget Schedule") shall be eligible for payment under this Agreement. CPS agrees not to perform, and waives any and all claims for payment of Services that would result in billings, beyond the above referenced not-to-exceed amount unless the parties have executed a written amendment to this Agreement authorizing said additional work and the payment thereof. CPS recognizes and acknowledges that it has an affirmative duty to monitor its performance and billings to insure that the scope of work is completed within this not-to-exceed amount.

### **Section 5.02 Payment**

DFSS shall provide CPS with a standard billing format. Pursuant to the standard billing format, CPS shall from time to time and not less than quarterly submit sufficiently detailed invoices, that include payroll, administrative costs, expenses, costs for program slots, etc. in accordance with Budget Schedule. Upon completion of the Program, CPS shall submit a final invoice to DFSS, documenting all costs eligible for reimbursement in accordance with the Budget Schedule.

### **Section 5.03 Non-Appropriation**

Funding for this Agreement is subject to 1) availability of funds from the City, 2) the availability of funding by the Board. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then DFSS shall promptly notify CPS of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to CPS under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

## **ARTICLE 6 DISPUTES**

A dispute between the CPS and DFSS involving this Agreement that has not been resolved shall be referred to the Commissioner and the CPS Chief Financial Officer ("CFO") and General Counsel. Either party may give written notice of the dispute to both the Commissioner and the CFO, who shall meet within 30 days of notification to resolve the dispute. In the event the Commissioner

and the CFO fail to resolve the dispute, each party may pursue its remedies at law, provided it does so within one (1) year of the date on which either the Commissioner or the CFO declare in writing that the parties have reached impasse.

## **ARTICLE 7 RISK MANAGEMENT**

### **Section 7.01 Insurance to be Provided by CPS**

CPS hereby warrants and represents that it is insured or self-insured, and that it has and shall maintain during the term of this Agreement adequate coverage for all Services being performed under this Agreement. Coverage under such self-insurance shall be at least as broad as:

1. Workers Compensation and Employers Liability

Workers Compensation and Occupational Disease Insurance in accordance with the statutory limits of the State of Illinois (Statutory) Coverage A and Employer's Liability Insurance, Coverage B, in an amount of not less than Five Hundred Thousand Dollars (\$500,000/\$500,000/\$500,000).

2. Commercial General Liability (Primary and Excess)

Commercial/General Liability Insurance provided is to have limits of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate of not less than Two Million Dollars (\$2,000,000) (i.e. \$1,000,000/\$2,000,000). In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, Personal & Advertising Injury and will also cover injury to Consultant's officers, employees, agents, invitees and guests and their personal property, and will also include coverage of not less than Five Million Dollars per occurrence with an aggregate of Five Million Dollars (\$5,000,000/\$5,000,000) for Sexual Abuse and Molestation (with emotional distress as the trigger). The City is to be endorsed as an additional insured on the Contractors policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the City. The City acknowledges the Board has this coverage but it subject to a \$10,000,000 self-insured retention.

3. Automobile Liability (Primary and Excess)

When any motor vehicles (owned, non-owned and hired) are used in connection with the Services to be performed, the Contractor shall provide Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence CSL, for bodily injury and property damage. The City is to be endorsed as an additional insured on the Contractor's policy and such insurance will be endorsed as primary and non-contributory with any other insurance available to the City. The City acknowledges the Board has this coverage but it subject to a \$10,000,000 self-insured retention.

4. Professional Liability

Whenever any architectural, engineering or other professional services are required under the Agreement, Professional Liability insurance covering acts, errors or omissions shall be maintained with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of Services under this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The City acknowledges the Board has this coverage but it subject to a \$10,00,00 self-insured retention.

5. CPS must require all Subcontractors to provide the insurance required in this Agreement or CPS may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of the CPS unless otherwise specified in this Agreement.

## **ARTICLE 8 TERMINATION**

DFSS may terminate the Agreement for its convenience, or all or any portion of the Services to be performed under it, at any time by providing ninety (90) days notice in writing to CPS. CPS may terminate the Agreement for its convenience, or all or any portion of the Services to be performed under it, at any time by providing ninety (90) days notice in writing to the DFSS. The effective date of the termination shall be the date the notice is received by the other party or the date stated in the notice, whichever is later.

## **ARTICLE 9 SPECIAL CONDITIONS**

### **Section 9.01 Warranties and Representations**

In connection with the execution of this Agreement, CPS warrants and represents that CPS and to the best of its knowledge, its subcontractors, are not in violation of 18 U.S.C. 666(a)(1) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (1989), as amended; CPS certifies that it has read the provisions of 18 U.S.C. 666(a) (2) and the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. and warrants that it and its officers and employees will comply with the provisions set forth therein.

### **Section 9.02 Conflict of Interest**

In connection with signing and carrying out this Agreement, CPS warrants that:

- A. No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or

City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

- B. CPS covenants that it and its employees, and its subcontractors presently have no interest and shall acquire no interest, direct or indirect, in the Agreement that would conflict in any manner or degree with the performance of the Services hereunder. CPS further covenants that in the performance of this Agreement no person having any such interest shall be employed.
- C. Additionally, pursuant to the conflict of interest requirements in 24 CFR 85.36(b) (3), no person who is an employee, agent, consultant, officer, or appointed official of the CPS may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- D. Furthermore, CPS represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. Subsection 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended.

#### Section 9.03 Non-liability of Public Officials

No official, employee, or agent of either party shall be charged personally by the other party, or by any assignee or subcontractor of either party, with any liability or expenses of defense or be held personally liable to either party under any term or provision of this Agreement, because of either party's execution or attempted execution, or because of any breach hereof.

#### Section 9.04 Independent Contractor

CPS shall perform under this Agreement as an independent contractor to DFSS and not as a representative, employee, agent, joint venturer or partner of DFSS.

### ARTICLE 10 GENERAL CONDITIONS

#### Section 10.01 Entire Agreement

This Agreement, comprised of this Agreement and the Exhibit attached hereto and incorporated herein, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

#### Section 10.02 Counterparts

This Agreement may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

### Section 10.03 Amendments

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, including, but not limited to, the extensions or increases referred to in Section 4.02 hereof, shall be valid unless in writing and signed by the authorized agent of DFSS and by the Board's Chief Financial Officer and General Counsel. DFSS shall incur no liability for additional Services without a written amendment to this Agreement pursuant to this Section.

### Section 10.04 Compliance with All Laws/Governmental Orders

- A. CPS shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement including, but not limited to, the Uniform Administrative Requirements contained in 24 C.F.R. Section 85.1 et seq., as amended; Title VI of the Civil Rights Act of 1967 (42 U.S.C. 2000d et seq.); Fair Housing Act (42 U.S.C. 3601-20 et seq.); Executive Order 11063, as amended by Executive Order 12259; Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); Rehabilitation Act of 1973 (29 U.S.C. 794); Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5); Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.); National Environmental Policy Act of 1969 (24 CFR Part 58); Clean Air Act (42 U.S.C. 7401 et seq.) Federal Water Pollution Control Act (33 U.S.C. 251 et seq.), as amended; Flood Disaster Protection Act of 1973 (42 U.S.C. 4106); Uniform Relocation Assistance and Real Property Development Acquisition Policies Act of 1970 (42 U.S.C. 4601); Executive Order 11246, as amended by Executive Orders 12086 and 11375; Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)); Executive Order 12372; Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276); Byrd "Anti-Lobbying" Amendment (31 U.S.C. 1352); Drug Free Workplace Act of 1968 (41 U.S.C. 701 et seq.); and Debarment and Suspension (Executive Orders 12549 and 12689). Additionally CPS shall comply with the applicable provisions of OMB Circulars A-133, A-122, A-102, A-110 and A-87, as amended, succeeded or revised. Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion. However, in no event shall the failure to insert such provisions prevent the enforcement of this Agreement. DFSS shall at all times observe and comply with the Family Educational Rights and Privacy Act ("FERPA"), the Illinois School Student Records Act and any and all Board rules and policies. Board rules and policies are available at <http://www.cps.edu/>.
- B. CPS shall take such actions as may be necessary to comply promptly with any and all governmental orders imposed by any duly constituted government authority whether imposed by Federal, state, county or municipal authority.
- C. CITY HIRING PLAN  
(a) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145

(United States District Court for the Northern District of Illinois). Among other things, the City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) The Board is aware that City policy prohibits City employees from directing any individual to apply for a position with the Board, either as an employee or as a subcontractor, and from directing the Board to hire an individual as an employee or as a subcontractor. Accordingly, the Board must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Board under this Agreement are employees or subcontractors of the Board, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Board.

(c) The Board will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to the Board by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, the Board will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of DFSS. The Board will also cooperate with any inquiries by IGO Hiring Oversight related to this Agreement.

#### Section 10.05 Governing Law

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Each party hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Each party agrees that service of process on each party may be made, at the option of either party, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by each party. If any action is brought by either party against the other party concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

#### Section 10.06 Severability

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

#### Section 10.07 Interpretation

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

#### Section 10.08 Assigns

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

#### Section 10.09 Cooperation

DFSS and CPS agree at all times to cooperate fully and in good faith with each other. If this Agreement is terminated for any reason other than due to breach by DFSS, or if it is to expire on its own terms, CPS shall make every effort to assure an orderly transition to another contractor, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with the reasonable requests and requirements of the DFSS in connection with the termination or expiration of this Agreement.

#### Section 10.10 Waiver

Whenever under this Agreement DFSS by a proper authority waives CPS's performance in any respect or waives a requirement or condition to either the CPS's or DFSS's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or

condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the DFSS may have waived the performance of a requirement or condition.

Section 10.11      Inspector General

Each party to this Agreement hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

**ARTICLE 11 COMMUNICATION AND NOTICES**

Section 11.01   Communication Between the Parties

All verbal and written communication including required reports and submissions between DFSS and CPS shall be through DFSS's program manager and CPS's Office of College and Career Success. No verbal communication(s) between the parties shall change any of the terms and conditions of this Agreement. Nothing stated herein shall be construed as a waiver or modification of the requirements for notice or service of process of litigation, as set forth in the Illinois Code of Civil Procedure, the local rules of the Circuit Court of Cook County, and the local rules governing U.S. District Court for the Northern District of Illinois.

Section 11.02   Notices

Any notices sent to DFSS shall be mailed by ordinary mail, postage prepaid to:

Commissioner  
Chicago Department of Family and Support Services  
1615 W. Chicago Ave.  
Chicago, Illinois 60622

With copies to:

Finance and Economic Development Division  
Department of Law  
City of Chicago  
121 North LaSalle Street, Suite 600  
Chicago, Illinois 60602

Notices sent to the CPS shall be mailed by certified mail, postage prepaid to:

Chicago Public Schools  
Office of College and Career Success  
42 West Madison, 2<sup>nd</sup> floor  
Chicago, Illinois 60602

With a copy to:                   The General Counsel  
  The Chicago Board of Education  
  1 North Dearborn, Suite 900  
  Chicago, Illinois 60602  
  Fax: 773/553-1701

## **ARTICLE 12 AUTHORITY**

### **Section 12.01 CPS's Authority**

Execution of this Agreement by the CPS is authorized by Board Rule 7-15 (d) of the Board of Education of the City of Chicago, and other applicable laws, regulations and ordinances.

### **Section 12.02 DFSS's Authority**

Execution of this Agreement by DFSS is authorized by Section 2-50-040 of the Municipal Code of Chicago and the ordinance enacted by the City Council of the City of Chicago (the "Council") on November 16, 2016.

[Remainder of page intentionally blank]

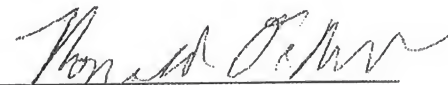
IN WITNESS WHEREOF, DFSS and the CPS have executed this Agreement as of the date first written above.


**CITY OF CHICAGO,**

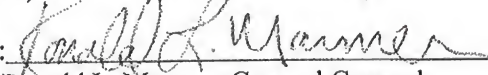
**DEPARTMENT OF FAMILY AND  
SUPPORT SERVICES**

By:   
Lisa Morrison Butler  
Commissioner

**THE BOARD OF EDUCATION OF THE  
CITY OF CHICAGO**

By:   
Name: Ronald DeNard  
Title: Senior Vice President of Finance

Approved as to legal form: 

By:   
Ronald L. Marmer, General Counsel

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Attachments and Exhibits:

Exhibit A- Scope of Services

## **EXHIBIT A**

### **SCOPE OF SERVICES CITY YEAR, INC. SERVICES IN CHICAGO PUBLIC SCHOOLS**

Defined terms used in this Scope of Services shall have the same meanings as those ascribed to such terms in the Agreement.

#### **I. Introduction**

The Board's Office of College and Career Success, Student Support and Engagement, shall oversee the development and implementation of the services provided by City Year, Inc. ("City Year"), a third party vendor currently approved by the Board to facilitate whole-school and targeted intervention programming at 26 CPS schools during the 2017-18 school year. The City's Department of Family and Support Services ("DFSS") shall allocate \$750,000 to the Board to support City Year programming (the "Program"). Funding from DFSS will allow City Year and the Board to serve approximately 2,300 students and 26 schools in 2017-18, matching the students and schools served from 2016-2017. The Program will continue for a period from January 1, 2017 through December 31, 2017.

#### **II. Project Design**

##### **A. City Year Background**

City Year provides school-wide and targeted academic, attendance, and behavior supports in partner schools in high poverty neighborhoods. As a part of its partnership with AmeriCorps, City Year places cohorts of 8-12 trained Corp Members at each partner school for a full academic year to facilitate services focused on academic intervention, attendance support, and positive behavior supports.

##### **B. City Year Program Model and Impact**

City Year shall target 4<sup>th</sup>-10<sup>th</sup> grade students identified as being at-risk of not graduating high school to receive a continuum of Services to support their success in school and beyond. Unique aspects of the City Year program model include:

- i. Multi-Tiered Systems of Supports: Corp Members collaborate closely with school administrators and teachers to identify a "Focus List" of students in need of additional supports, and match students to targeted services.
- ii. Differentiated Learning and Teacher Capacity: Corp Members work directly with teachers to differentiate instruction during the school day by leading 1:1 and small group learning sessions in English and Math.
- iii. Expanded Learning Opportunities: In addition to in-school support, Corp Members coordinate and facilitate before-school and after-school programs to meaningfully extend learning beyond the school day.

- iv. School Climate: Corp Members lead school-wide programs, such as family nights and attendance rallies, designed to improve the overall school climate.
- v. "Near Peer" Mentorship: Corp Members are a diverse group of young leaders, from 18-24 years old. They serve as positive role models and mentors who promote student engagement in school.
- vi. Training: Corp Members receive a month of intensive training on research-based tutoring and classroom management practices prior to being placed in schools; they also receive ongoing professional development throughout the year.

### **C. Rationale of Program Support**

- i. Studies show students who are at risk of dropping out can be identified as early as elementary school using three (3) early warning indicators: poor attendance, disruptive behavior, and course failure in Math and English. According to research on early warning indicators by Johns Hopkins University and the University of Chicago Consortium on Chicago School Research, a continuum of support from third grade through ninth grade would yield the greatest impact in preventing the high school drop-out crisis by providing supports during critical milestone years.
- ii. The Program will also provide funding for Training and Development for 230 Corps Members to support the delivery of the City Year Whole School Whole Child model to schools, 20 service projects to up to 20 Chicago Public Schools, and training sessions for principals and teachers to maximize the relationship with City Year and the use of Corps Members.
- iii. Note on service projects: The service projects generally involve painting of schools (e.g., entire hallways, murals, or quotations); building small structures (e.g., benches, planting pots); or re-conceptualizing spaces (e.g., re-organizing a library). These projects involve Corp Members, and may involve students if they wish to volunteer to do so, but there is no requirement for a student to be involved. In addition, City Year is very mindful of the age level of students in planning out service projects - for example younger student volunteers would not participate in the building of the small structures.

#### **iv. Partnership Criteria**

The school partner list for the 2017-2018 academic year has been established between CPS and City Year. All partner schools meet the following criteria:

- a) Schools have a demonstrated need for City Year services, as defined by having a high proportion of students at risk of dropping out based on early warning indicator data for academics (specifically Math and English), behavior, and attendance.

- b) Principal is willing and able to cover a portion of the cost of City Year services.
- c) Principals, teachers and other key school staff have demonstrated a commitment to actively collaborating with City Year to develop a customized implementation plan within the City Year program model.
- d) Elementary schools that are feeder schools to a City Year high school are prioritized.

### **III. CHICAGO PUBLIC SCHOOLS DUTIES AND RESPONSIBILITIES**

#### **A. Staffing and Project Management**

The CPS Office of College and Career Success, Student Support and Engagement, shall identify a Project Manager ("Project Manager") to oversee the development and implementation of the proposed Program and all City Year services. The Project Manager's responsibilities will include, but will not be limited to: managing the contracting process between the Board and City Year; tracking accountability measures for the scope of the Program to ensure the City's investment is having maximum reach and impact; and serving as a liaison between City Year, the Board, and the City.

#### **B. Budget Oversight**

The Project Manager will oversee the budget and billing for all Program-related costs including, but not limited to, opening purchase orders, verifying the delivery of City Year services with school principals, and/or conducting site visits at partner schools. The Project Manager will ensure all funds are expended within the guidelines established through this Agreement before 12/31/17. City Year, the Department of Family and Support Services, and Chicago Public Schools will meet quarterly to review spend details and ensure use of funds are in alignment with the costs outlined in Section IV below.

### **IV. BUDGET SCHEDULE**

DFSS shall pay to CPS a maximum of \$750,000 to fund the Program.

- a. Services for the Program will include:
  - i. Training and Development for up to 230 Corps Members to deliver the City Year Whole School Whole Child (WSWC) model to 26 partner CPS schools (\$400,112.88) based on:
    - 1. Staff Salaries: (\$384,112.88)
    - 2. Rent and Supplies: (\$16,000)
  - ii. Additional Staff to support the growth of City Year to 26 Schools (\$66,649.99)

1. Direct supervisors including a new Senior Director of Service and Evaluation.
- iii. Labor and Materials Cost for 20 City Year Physical Service Projects in Chicago Public Schools: (\$108,238.00) based on:
  1. Cost Breakdown:
    - a. 2260 hours of Prep and Labor Value at \$22.55/hour for a total cost of \$50,963.00.
    - b. Materials and supplies for 20 projects at up to 20 Chicago Public Schools for a total cost of \$57,275.00.
- iv. After school programming at all 26 schools up to 3 times per week (\$174,637.41)
  1. Staff time dedicated to actual programming hours
- v. Training and development for principals and teachers related to strengthening the school and City Year partnership to improve student outcomes (\$51,570.80) based on:
  1. Principal Training: Materials, supplies, and venue costs for 2 semi-annual trainings (\$8,000.00)
  2. Teacher Trainings: Materials and supplies for 3 trainings (2 hours per session, 7 teachers per school, \$39.90 CTU rate per hour) (\$43,570.80)
- vi. City Year contract with Adler University School of Psychology to provide trauma informed training and counseling for staff and Corps Members (\$75,900.00)

DFSS will reimburse the Board for programmatic expenses as outlined above. Although the dollar amounts reflected are the projected costs for the Services and total more than \$750,000.00, the amount of funding provided by DFSS shall not exceed \$750,000.00. The Board shall be responsible for all costs for the implementation of the Program in excess of the DFSS allocation.